

Bill To:
State of Idaho

Send invoices to the address
 listed
 below or as indicated in the
 comments or instructions field
 Boise, ID 83720-0075



State of Idaho

Statewide Blanket Purchase Order

**Statewide Blanket Purchase
 Order
 SBPO1251**

THIS NUMBER MUST APPEAR
 ON ALL DOCUMENTS

DELIVER TO: State of Idaho Various Agencies
 Various State Agencies
 located throughout Idaho

 Various, ID 83701

Date: Wed Sep 27, 2006
F.O.B: Destination
Terms:

VENDOR: TIME WARNER TELECOM
 199 N CAPITOL BLVD STE 503
 BOISE, ID 83702
 Attn: Primary Customer Contact
 Vendor Nbr: 30948
 Emailed To: PAT.CAMPBELL@TWTELECOM.COM
 Phone: 208 472-4439
 Fax: 208 472-4410
 Account Number: P00000026692

Start of Service Date: Mon Sep 25, 2006
End of Service Date: Thu Dec 31, 2009
RFQ#: [RFP01729](#)
DOC#: [PREQ10426](#)

File(s) Attached:

☐ SBPO1251AgreementModifications.pdf

Buyer: [GREGORY LINDSTROM](#) 208-332-1609

Assign/Manage pCard

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		150000.00
	Total:			150000.00
Blanket Comments:NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD			
	<p>Contract for Commercial Internet Services for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis for a period of three (3) years commencing September 25, 2006 and ending December 31, 2009, with the option to renew for three (3) additional one (1) year periods.</p> <p>Contract Title:.....Commercial Internet Services Contract Usage Type:.....Mandatory Use Public Agency Clause:Yes Contract Administration:.... Gregory Lindstrom ---Phone Number:.....208-332-1609 ---E-Mail:.....Gregory.lindstrom@adm.idaho.gov</p> <p>Contractor's Primary Contact ---Attn:.....Viktoria Moroz ---Address:.....199 N Capitol Blvd Suite 503</p>			

---City, State, Zip:.....Boise, Idaho 83702 Phone Number:.....208-472-5008 Fax Number:.....208-472-4410 E-Mail:.....vikgoria.moroz@twtele.com CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.				
Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	COMMERCIAL INTERNET SERVICES (915-51) (nt)	3 YEAR	50000.00	150000.00
General Comments:	<p>QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.</p> <p>Order Placement Address & Payment Address:</p> <p>Same as above</p> <p>THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.</p> <p>In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> 1. This Statewide Blanket Purchase Order document. 2. The state of Idaho's original solicitation document. 3. The Contractor's signed bid, quotation, or offer. <p>INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.</p>			
Instructions:				
Freight / Handling Included in Price				
		By: GREGORY D. LINDSTROM		

SBPO01251; Statewide Commercial Internet Services Agreement Modifications

These Contract Modifications Are Made Part of SBPO01251; Statewide Commercial Internet Services And This Resulting Agreement Between The State Of Idaho And Time Warner Telecom Holdings, Inc.

The following State's Terms and Conditions are hereby modified as follows.

6. **CONFORMING PROPERTY:** The Property shall conform in all respects with the specifications or the State's solicitation documents. Contractor warrants its Internet Services are designed to meet Contractor's service objectives submitted in its response to the RFP. Contractor warrants that all interfaces and protocols extended to the State are designed to meet the specifications described in Contractor's Service Level Agreement, Version 2.1, June 8, 2006 (SLA V2.1 060806). There are no other warranties expressed or implied. Remedies available to the State for Contractor's breach of the warranties set forth in this Section are contained in "Out of Service Credits" below.

Out of Service Credits. Contractor agrees to delivery of Service as agreed upon pursuant to the Agreement and any Service Order issued pursuant to the Agreement, including SLA V2.1 060806, for each applicable Service as set forth. The State's remedy for Contractor's breach of warranty contained in SLA V2.1 060806 or failure to provide Services in accordance with SLA V2.1 060806 or this Out of Service Credits section will be the applicable Service Credits according to the Credit Schedules found in the applicable SLA for such Service. At no time shall the credits exceed the monthly recurring charge for the service under repair. The State shall not be assessed service credits when delay arises out of cause beyond the control and without the fault or negligence of Contractor.

Service Outage Definition. A "Service Outage" is defined as either: (a) material non-compliance with a specific performance metric in a service level agreement; or (b) a complete loss of transmission or reception capability for a Service caused by Contractor's Network.

Reporting and Tracking of Service Outages. If there is a Service Outage, the State must contact Contractor's Customer Network Reliability Center ("CNRC") at 800-829-0420, and Contractor will open a trouble ticket and provide the State with a trouble ticket number for tracking purposes. State of Idaho can also contact their local TWTC office either via email at boiseoffice@twtelecom.com or phone at (208)472-4400, but the outage does not start until the CNRC opens a trouble ticket.

Duration of Service Outage and Application of Credits. For the purpose of calculating applicable credits, a Service Outage begins when the State reports the Service Outage to Contractor's CNRC, and ends when the Service is restored. The duration of the Service Outage only includes outages that are caused by Contractor's Network and do not include outages caused by the equipment, acts or omissions of the State, third parties, Force Majeure events, or outages occurring during scheduled or

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emergency maintenance. The duration of a Service Outage also does not include any time during which Contractor is not allowed access to the premises necessary to restore the Service. Credits for Service Outages are only issued if requested by the State.

Chronic Trouble Services. If two Service Outages have occurred on a particular Service during a 30-day period, and a third Service Outage occurs within thirty days following the second Service Outage, the State may terminate the applicable Service without early termination liability provided that the State supplies Contractor with a written termination notice no later than thirty days following the third Service Outage.

11. **SAVE HARMLESS:** Contractor shall defend, indemnify and hold harmless the State from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, to the extent caused by or arising from the negligent or wrongful acts or omissions under the Agreement of Contractor, its employees, agents, or sub-providers that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. **IN NO EVENT WILL CONTRACTOR BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.** Contractor shall have no indemnification liability under this section for death, injury, or damage arising out of the negligence or misconduct of the State.
17. **INSTALLATION AND ACCEPTANCE:** When the purchase price does not include installation, acceptance shall occur fourteen (14) calendar days after delivery, unless the State has notified the Contractor in writing that the order does not meet the State's specification requirements or otherwise fails to pass the Contractor's established test procedures or programs. When installation is included, upon completing installation, Contractor will notify the State that Service has been installed, tested by Contractor and is available for the State's use ("Service Date"). Unless the State notifies Contractor by fax or in writing by close of business on the Service Date that Service is not operational, the term of the Service Order will begin and billing will commence. The State also has fourteen (14) days following the Service Date to conduct additional testing of the Services. If such testing indicates that the Service is not operating properly, and the State notifies Contractor and reasonably identifies the problem, Contractor will work with the State to remedy the problem. If Contractor reasonably determines that the problem is due to Contractor's network or Contractor equipment, then the State will be credited for the monthly recurring charges associated with the Service from the Service Date through the date that the Service is made operational. If Contractor reasonably determines that the problem is not being caused by Contractor's network or Contractor equipment, the Service Date will remain unchanged. Contractor is not responsible for testing failures resulting from problems with the State's equipment. If an order is for support or other services, acceptance shall occur fourteen (14) calendar days after completion, unless the State has notified the Contractor in writing that the order does not meet the State's requirements or otherwise fails to pass the Contractor's established test procedures or programs.
19. **INVOICING: ALL INVOICES** are to be sent directly to the **ORDERING AGENCY ONLY.** The Agreement number and/or purchase order number is to be shown on all invoices. In no case are invoices to be sent to the Division of Purchasing. Services are billed on a monthly basis commencing with the Service Date. Services are invoiced in advance, but

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usage charges are invoiced in arrears. Any installation or other non-recurring charges, which are non-refundable, will appear on the first monthly invoice. Payment for all undisputed amounts must be received by Contractor on or before the due date specified on the bill ("Due Date").

DISPUTES: If the State disputes any charges invoiced by Contractor, it must log the dispute by completing and submitting a dispute form via Contractor's dispute website located at: <http://the.States.twtelecom.com/disputes/>, or by contacting Contractor's dispute telephone line at 1-800-829-0420. State of Idaho can also contact their local TWTC office either via email at boiseoffice@twtelecom.com or phone at (208) 472-4400. All disputes must be submitted to Contractor in the manner specified above within 120 calendar days of the date of the invoice associated with the disputed charges, or the invoice shall be deemed correct and all rights to dispute such charges are waived. Withheld disputed amounts determined in favor of Contractor must be paid by the State within five (5) business days following written, electronic or telephonic notice of the resolution.

- 24. CONFIDENTIAL INFORMATION:** Pursuant to this Agreement, either party may collect, or may disclose to the other party, financial, personnel or other information that the disclosing party regards as proprietary or confidential ("Confidential Information"). Confidential Information shall belong solely to the disclosing party. The receiving party shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose Confidential Information or any advice given by it to the disclosing party to any third party, except with the disclosing party's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the disclosing party. The disclosing party may require that receiving party's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. Confidential Information shall be returned to the disclosing party upon termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement. Confidential Information shall not include data or information that:

- A. Is or was in the possession of receiving party before being furnished by the disclosing party, provided that such information or other data is not known by receiving party to be subject to another confidentiality agreement with or other obligation of secrecy to the disclosing party;
- B. Becomes generally available to the public other than as a result of disclosure by the receiving party; or
- C. Becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, provided that such source is not known by the receiving party to be subject to a confidentiality agreement with or other obligation of the disclosing party.

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The following clauses are hereby added to the Agreement.

35. AUTHORIZED USE: The State may use Services only for authorized and lawful purposes. Contractor offers all services subject to availability; provided, however, if a Service Order has been accepted by Contractor, Contractor will provide Services for the term of such Service Order. Contractor has the right to limit the manner in which any portion of its network and facilities ("Network") is used to protect the technical integrity of the Network. Contractor does not undertake to transmit messages, but offers the use of its Service when available. Contractor is not liable or responsible for content, errors in transmission or failure to establish connections.

36. CONTRACTOR NETWORK, ACCESS AND INTERCONNECTION:

A. **Responsibilities.** Contractor will own and control the telecommunications equipment, cable and facilities installed and operated by Contractor for provision of the Services to the State ("Contractor Network"). The Contractor Network will remain Contractor's personal property regardless of where located or attached. Contractor has the right to upgrade, replace or remove the Contractor Network in whole or in part, regardless of where located, so long as the Services continue to perform. Contractor has the right to limit the manner in which any portion of the Contractor Network is used to protect the technical integrity of the Network. The State may not alter, move or disconnect any parts of the Contractor Network and is responsible for any damage to, or loss of, the Contractor Network caused by the State's (or its end users') breach of this provision, negligence or willful misconduct.

B. **Access.** Contractor may require access to the State's premises to install and maintain the Services and the Contractor Network. The State must provide Contractor with a contact and/or help desk number that can be reached 24 hours per day/7 days per week. The State also must provide reasonable access rights and/or rights of way from third parties, space, power and environmental conditioning as may be required for the installation and maintenance of the Contractor Network at the State's premises.

C. **Letter of Authorization / Carrier Facility Assignment.** If the State intends to connect the Services to facilities that neither it nor Contractor owns, it must provide Contractor with and maintain (for the Service Term) a current letter of authorization and carrier facility assignment, as applicable.

37. Insurance

Contractor will provide to the State certificates of insurance naming the State of Idaho as additional insured on the Automobile and General Liability policies described below and will maintain the insurance during the term of the contract. Contractor will carry:

1. Worker Compensation Insurance in amounts as required by statute.
2. Automobile Liability including non-owned and hired \$500,000.
3. Commercial or Comprehensive General Liability including Contractual Liability \$500,000.

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The certificates must contain a provision that the insurer will not cancel or refuse to renew the policy, or change in any material way the nature or extent of the coverage provided without giving the State 30 days prior written notice by certified or registered mail, receipt requested.

IN WITNESS WHEREOF, this Modification to the AGREEMENT is made and entered as of the day and year first above written.

Idaho Division of Purchasing



Mark Little
State Purchasing Manager




Date

Time Warner Telecom Holdings, Inc.



Signature



Title
9/21/06
Date

Internet Services**Network Availability**

TWTC's Internet Services will be available to Customer at least 99.99% of the time in a calendar month ("Network Availability") or Customer will receive service outage credits per the table below. A service outage causing Network non-availability is defined as the inability to transmit and receive data due to a failure in TWTC's equipment or network ("Service Outage"). Credits are based upon a percentage of the monthly recurring charge ("MRC") for the non-performing Internet Service as follows:

Per Service Outage	Percentage Credit
Up to 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

Network Latency

TWTC's Internet Services will have an average round-trip transmission of 50 milliseconds ("ms") or less between TWTC Internet points of presence ("POPs") in the forty-eight contiguous United States and an average round-trip transmission of 75 milliseconds or less between TWTC Internet POPs located in Hawaii and the mainland United States ("Latency"). If TWTC fails to meet the applicable Latency standard, credits will be calculated per the table below. Credits are based upon a percentage of the MRC for the non-performing Internet Service as follows:

48 Contiguous U.S.	Hawaii	Credits
0.00 to 50.00 ms	0.00 to 75.00 ms	No Credit
50.01 to 60.00 ms	75.01 to 85.00 ms	5% of the MRC
60.01 to 65.00 ms	85.01 to 90.00 ms	10% of the MRC
65.01 to 70.00 ms	90.01 to 95.00 ms	15% of the MRC
70.01 to 75.00 ms	95.01 to 100.00 ms	20% of the MRC
75.01 to 80.00 ms	100.01 to 105.00 ms	35% of the MRC
80.01 ms or greater	105.01 ms or greater	50% of the MRC

Packet Delivery

TWTC's Internet Services will have packet delivery of 99.5% or greater. Packet Delivery is determined by averaging sample measurements taken during the most recent full calendar month between TWTC Internet POPs. If TWTC fails to meet the applicable Packet Delivery objective, credits will be calculated per the table below. Credits are based upon a percentage of the MRC for the non-performing Internet Service as follows:

Packet Delivery	Credits
99.5% or greater	No Credit
99% to 99.4%	5% of the MRC
98% to 98.9%	10% of the MRC
97% to 97.9%	15% of the MRC
96% to 96.9%	20% of the MRC
95% to 95.9%	35% of the MRC
Less than 95%	50% of the MRC

On-time Installation

For Internet Services provisioned completely on TWTC's Network, TWTC will complete installation within 12 business days from the date the Service Order is received by TWTC's Provisioning Network Operations Center ("PNOC"). For Off-net Services (provisioned through another provider), TWTC and The State of Idaho will mutually agree on an installation date..")

General Terms Applicable to Service Level Agreement

Customer shall report problems with its Services by contacting TWTC's Customer & Network Reliability Center ("CNRC") at 1-800-829-0420. TWTC will open a trouble ticket and provide a trouble ticket number for tracking purposes. For the purpose of determining the applicable credit, a Service Outage begins when the Customer reports the Service Outage to TWTC's CNRC and ends when the Service is restored. Credits are provided to Customer only upon request by Customer. The resources, equipment and methodology used to measure service level metrics are determined by TWTC in its sole discretion.

Service Outages and failures to meet the performance objectives herein do not include outages and failures caused by the equipment, acts or omissions of Customer or its End Users, Force Majeure events, fiber cuts caused by third-parties, failure of elements of the Internet outside of TWTC's control or outages occurring during scheduled or emergency maintenance. **TWTC will notify the State when standard maintenance is scheduled using the information contained in Attachment 1 of the Agreement.** Standard maintenance windows are based on the time zone of a city's location and are available at: <http://info.twtelecom.net/info.php?id=1>. The duration of a Service Outage does not include any time during which TWTC is denied access to the premises necessary to restore the Service.

~~The remedies set forth in this service level agreement and in the State of Idaho Standard Contract terms and Conditions (insert specific RFP reference here) _____ executed by Customer (incorporated by this reference) are Customer's sole and exclusive remedies if there are Service Outages and/or failures to meet the performance objectives in this Service Level Agreement. Credits issued during any calendar month, for any reason(s), will not exceed the MRC associated with the troubled Service.~~ **The remedies set forth in SBPO1251, and those remedies as defined in Time Warner Telecom's proposal for RFP01729, and Service Level Agreement Version 2.1 dated June 8, 2006 are Customer's sole and exclusive remedies if there are Service Outages and/or failures to meet the performance objectives in this Service Level Agreement.**

Performance Metrics Available at TWTC's Website

Monthly Network Latency and Packet Delivery averages may be viewed at:

www.twtelecom.com/performance/ip_network_overview_performance.html

SBPO01251 Commercial Internet Services
Attachment 1

COMPANY NAME Department of Administration

EMERGENCY AFTER HOURS CONTACT

NAME	<u>WAN Helpdesk</u>	EMAIL	<u>wanhelpdesk@adm.idaho.gov</u>
PHONE	<u>208-332-1850</u>	CELL PHONE	<u></u>
FAX	<u></u>	PAGER	<u></u>

MAINTENANCE CONTACT

NAME	<u>WAN Helpdesk</u>	EMAIL	<u>wanhelpdesk@adm.idaho.gov</u>
PHONE	<u>208-332-1850</u>	CELL PHONE	<u></u>
FAX	<u></u>	PAGER	<u></u>

TURN UP CONTACT (MUST BE CUSTOMER - not vendor)

NAME	<u>Mike Mead</u>	EMAIL	<u>mike.mead@adm.idaho.gov</u>
PHONE	<u>208-332-1852</u>	CELL PHONE	<u>208-863-1852</u>
FAX	<u></u>	PAGER	<u>208-332-1850</u>

PRIMARY INTERNET CONTACT

NAME	<u>WAN Helpdesk</u>	EMAIL	<u>wanhelpdesk@adm.idaho.gov</u>
PHONE	<u>208-332-1850</u>	CELL PHONE	<u></u>
FAX	<u></u>	PAGER	<u></u>

BACK-UP INTERNET CONTACT

NAME	<u>WAN Helpdesk</u>	EMAIL	<u>wanhelpdesk@adm.idaho.gov</u>
PHONE	<u>208-332-1850</u>	CELL PHONE	<u></u>
FAX	<u></u>	PAGER	<u></u>

VENDOR

NAME	<u>none</u>	EMAIL	<u></u>
PHONE	<u></u>	CELL PHONE	<u></u>
FAX	<u></u>	PAGER	<u></u>

TIME WARNER TELECOM

DRIVING YOUR NETWORK

ESCALATION LIST

Time Warner Telecom provides 24 X 7 monitoring of all its network facilities. If you are experiencing trouble, please call our National Operations Center (NOC) to open a trouble ticket. Please have your TWTC Account Number, Circuit ID Number and/or Trunk ID Number ready for faster assistance. Escalation within Boise should follow after you have opened a trouble ticket with the NOC.

National Operations Center

Maintenance and Trouble Reporting	800-829-0420
Service Delivery (Billing, Ordering, and Provisioning)	800-565-8982

If resolution is not received by the National Operations Center within four hours, please call your Boise Team. Please have your Trouble Ticket Number ready when you call.

Boise Support		
Viktoria Moroz	Account Executive	208-472-5008
	Cell Phone	208-340-2203
Luigi Mangione	Operations Manager	208-472-4432
	Cell Phone	208-941-8689
	Pager	877-691-9513
Mike Lang	Director of Operations	509-252-8334
	Cell Phone	509-844-1298
Tab Roper	Vice President/General Manager	208-472-5007
	Cell Phone	208-867-0445

199 North Capital Blvd., Suite 500
Boise Idaho, 83702
Telephone: 208-472-4400
Fax: 208-472-4410

ESCALATION LIST